**PRIVATE COOPERATION CONTRACT**

**Saint-Petersburg, Russia**

Today, the …../….2012, between the following contractors:

a)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, where it is located on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

with identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with business subject to provide

Consulting Services, Marketing Services, Business Management and Human Resource

Development, the company is legally represented from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(a contractor), and the company

b) SEVER CAPITAL LIMITED (LLC), where it is located on 17 line of Vasilyevsky island, office 15-H in Saint-Petersburg, Russia with identification number 1117847221788

with business subject Legal activities, Consulting Services which

is legally represented from Mrs. Nemanezhina Tatiana (b contractor) agree

us follows:

**For Cooperation**

1. The contractors have the duty to search candidates associated companies each

one on his own country. Also, they have the duty to communicate and

recommend clients and partners for collaboration, in the sector of imports/exports,

joint venture in both of countries (a contractor - for commercial activities of clients and partners in Russia, b contractor - for commercial activities of clients and partners in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) .

2. In case there is a need of market research, marketing plan or other similar

service by customers of the parties in the country of the other part, will inform

him for the proposal and award of work, if the conditions meet the clients first

party.

**Exclusivity**

The acceptance of this convention creates an exclusive relationship between the

parties and as in forces this, the contractors can not use any other company regarding

to the proposed cooperation.

In any country could be only one Partner Company with the contractors. Any

consultant could be to the global network only if the contractors, and the consultants

of the country, agree.

**Confidentiality**

Any information that given from the contractors, including any written proposal or

oral report are intended only for the use of contractors and the persons that the

contractors approve, within the framework of information and data that are designed

for this collaboration. In addition, the consent of any contractor will be required

before any disclosure to third parties of this proposal on services or conclusions

results of operations, studies, etc.

**Duration of Mandating**

This contract shall commerce from the date of signature of this and ending over two

(2) years, in case that during these years there is not any collaborative activity with

the contractors.

Otherwise and if the both of parties wish it, after two years this contract renewal

automatic for another two years and if no one of the two parties will proceed with

written denunciation of the contract three months before the end of two years.

**Cost of Cooperation**

The remuneration of the contractors will be defined as percentage (%) of total income

(excluding direct taxes) that come of recommended clients.

This percentage couldn’t be more than 10% in the total turnover, and should be

agreed by both parties.

In case of participation, any of the contractors, to calls for tender, market researches,

studies or similar service on behalf of the other contractors, the remuneration will be

defined with a new conversion, as it defined by the country’s law.

All requirements, differences or disputes which may arise out of the present

Contract and (or) in connection with it, including its invalidity, termination, breach

or execution, are subject to consideration at the North-Western Circuit Arbitration

Tribunal under Sever Capital Limited (LLC), State registered number 1117847221788 in compliance with its Regulations. Arbitration tribunal decision is final.

The current document drafted in two copies that were signed from the parties and

each took one of.

**THE PARTIES**

A contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B contractor

Nemanezhina Tatiana